



CLUBHOUSE RESERVATION RULES

1. To reserve the clubhouse, you must be a member of the Kirkman Preserve Residential Association and you must be present for the length of the function.
2. To reserve the clubhouse a refundable deposit of \$100 is required.
3. To rent the clubhouse a non-fundable fee of \$15.00 per 4 hour reservation is required.
4. The Reservation is not valid until all fees and deposits are paid. **Payment must be made by the resident renting the clubhouse.** After the event, the deposit will be refunded to the resident as long as all rules and cleaning guidelines were followed.
5. Rentals times are from 9:00 am to 11:00 pm daily, a minimum rental of 4 hours is required. You will only be allowed access for the time frame that you indicate in your reservation. If you require additional time for set up and cleaning, please adjust your rental request accordingly.
6. The pool cannot be reserved, but it may be used (except on Saturday and Sunday from noon to 6:00 p.m. (Maximum party size of 25 when using the pool).
7. Memorial Day, 4th of July, and Labor Day holidays are set aside for possible neighborhood events and cannot be reserved. Other holiday rentals must be board approved.

USAGE RULES

1. No smoking in the clubhouse.
2. Clubhouse shall be vacated by 11:00 pm. (The pool and pool deck close at **DARK.**)
3. No decorations are to be attached to the walls or ceiling of the clubhouse.
4. No music outside the clubhouse.
5. No glass containers are allowed outside the clubhouse.
6. No animals are allowed in the clubhouse.
7. Rearrangement of the furniture and any décor is not allowed. Damage caused by renters moving any of the furnishings including damage to walls, floors or art work will be repaired at the renter's expense.
8. Lock the doors and turn off lights before leaving the clubhouse.
9. There is to be **NO** tampering, moving, blocking, obscuring, etc of any video camera(s) at any time. If this occurs, your Clubhouse Rental privileges will be revoked and your deposit will not be returned.
10. Should you have trouble accessing the clubhouse or have any other issues, please call McKay Management at 733-6700 and press 9. Someone from Associa McKay Management is on duty after hours to assist you.
11. Renter agrees to be responsible for obtaining any licenses pertaining to works of authorship as defined by the Copyright Act of 1976, including, but not limited to, musical works; dramatic works; pictorial, graphic, and sculptural works; motion pictures and other audiovisual works; and sound recordings. By renting the clubhouse, renter agrees to hold Club and McKay Management harmless from any and all claims, including, but not limited to cease and desist letters, demands for payments and alleged violations of applicable law.



INDEMNIFICATION:

Renter agrees to indemnify, defend, and hold harmless Club from and against any and all liabilities, losses, damages, costs, expenses (including all reasonable attorney's fees and expenses of renter and the Association), causes of action, suits, claims, demands, or judgments of any nature whatsoever arising from (i) any injury to, or the death of, any person, or any damage to property on the Club or upon adjoining sidewalks, streets, or ways, or in any manner growing out of or connected with the use, non-use, condition, or occupancy of the Club or related facilities or any parts thereof, or resulting from the condition thereof or of adjoining sidewalks, streets, or ways, (ii) violation of any agreement or condition hereof, (iii) violation by renter of any contract or agreement to which renter is a party, or any restriction, statute, law, ordinance, or regulation, in each case affecting the Club or related facilities or any part thereof, or the ownership, occupancy, or use thereof, (iv) any negligence or tortious act on the part of renter or any of its agents, contractors, licensees or invitees, and (v) any injury or claim associated with the performance of any work protected by intellectual property law or any other related cause of action. In case any action, suit, or proceeding is brought against the Association by reason of any occurrence herein described, renter will, at its own expense, defend such action, suit, or proceeding with counsel reasonably acceptable to Association. Nothing in this provision shall be interpreted as limiting renter's obligations under other provisions of this agreement, including the obligations set forth in Paragraph 10.

CLEANING

1. Cleaning supplies are not provided.
2. Clean kitchen – sweep/mop, wipe counters, etc.
3. Sweep, vacuum, or use Mohawk Hardwood Floor Clear that has been provided. **Absolutely no wet mops are to be used on the hardwood floors.**
4. Nothing should be left in the refrigerator or dishwasher. Do not leave any ice that you have put in the freezer.
5. Remove all trash from the premises. Provide your own trash bags. Do not put trash in trash cans around pool.
6. Do not leave anything in the clubhouse. You will not be allowed access after your rental time to retrieve or clean anything.
7. Inspect general cleanliness and straighten up as necessary.